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ABSTRACT

The collective bargaining agreement between Desert Community College District Board of Trustees and the College of the Desert Faculty Association/California Teachers Association/National Education Association is presented. This contract, covering the period from November 17, 1989 through June 30, 1992, deals with the following topics: bargaining agent recognition; definition of terms; academic calendar; district, association, and employee rights; employee compensation; health and welfare benefits; leaves of absence; hours of service; grievance procedures; transfers and reassignments; evaluation; faculty service areas; safety; no strike clause; and agreement conditions and duration. Appendixes provide the 1989-90 salary schedule; a list of health and welfare benefits; and employee evaluation criteria and procedures. (PAA)

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COLLECTIVE BARGAINING AGREEMENT

1989 - 1992

BETWEEN

COLLEGE OF THE DESERT FACULTY ASSOCIATION CTA/NEA

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DESERT COMMUNITY COLLEGE DISTRICT

November 17, 1989

JC910535

Palm Desert, California

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ARTICLE I: AGREEMENT

Section 1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Desert Community College District ("District") and the College of the Desert Faculty Association CTA/NEA ("Association"), an employee organization.

Section 2. This agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government Code.

ARTICLE II: RECOGNITION

Section 1. Pursuant to the certification of the Public Employment Relations Board of the State of California dated April 20, 1988, in Case number LA-R-929, the District recognizes the College of the Desert Faculty Association, CTA/NEA as the exclusive representative of "Faculty Members" as defined in Section 2.

Section 2. "Faculty Member(s)" shall mean all certificated employees of the District except: (i) part-time certificated employees employed for less than 60% of a full-time load; (ii) the President; Vice President, Educational Services; Vice President, Adminstrative Services; Provost, Copper Mountain Campus; Dean, School of Liberal Studies; Dean, School of Sciences and Technology; Dean of Student Services and Relations; Dean, Community Education and Resource Development; Dean, Learning Resources Center/Research and Technologies; Dean, Educational Services, Copper Mountain Campus; Director, Computer Services; and, Director, Allied Health and Nursing.

Section 3. Any dispute between the Association and the District as to whether any position, new or revised, is to be included within or excluded from the Bargaining Unit, will be submitted to the exclusive jurisdiction of the Public Employment Relations Board for decision.

ARTICLE III: DEFINITIONS

Section 1. "Administrator" shall mean a management and/or supervisory employee of the District.

Section 2. "Bargaining Unit" shall mean all Faculty Members covered by this agreement.

Section 3. "Board" shall mean the Board of Trustees of the Desert Community College District.

Section 4. "President" shall mean the Superintendent of the Desert Community College District and the President of College of the Desert.

Section 5. "College" shall mean the College of the Desert including the Palm Desert Campus, Eastern Valley Center and the Copper Mountain Center.

Section 6. "District" shall mean the Desert Community College District, its Trustees and all administrators when acting in their official capacities in matters covered by this Agreement. Any action which changes the name of the District shall have the effect of amending this section to include the new name.

Section 7. "Education Code" shall mean the Education Code of the State of California as it may be amended from time to time.

Section 8. "Association" shall mean the College of the Desert Faculty Association, CTA/NEA.

Section 9. "Parties" shall mean the District and the Association.

Section 10. "Flex Calendar" shall mean an academic year calendar which includes non-instructional days set aside for Faculty and staff in-service workshops and meetings as provided by the Education Code.

Section 11. "Transfer" shall mean the relocation of a Faculty Member's Assignment from one College site to another.

Section 12. "Reassignment" shall mean changing a Faculty Member's teaching assignment or function from one division or non-instructional unit to another or within a division or non-instructional unit from one discipline or function to another.

Section 13. "Site" shall mean the Palm Desert or Copper Mountain campuses and their assigned off-campus locations.

Section 14. "Day" shall mean any day during which the District Office is open to the public for business.

ARTICLE IV ACADEMIC CALENDAR

Section 1. The workyear shall not exceed one hundred seventy-five (175) days inclusive of days specified by the District as Faculty In-Service days as part of the "Flex Calendar". Faculty In-Service days shall not exceed seven (7) days in any one academic year.

Section 2. The Academic Calendar shall be determined by the President upon recommendation from the Cabinet in order to provide the most convenient and educationally sound schedule for students. The Academic Calendar shall be determined and posted no later than October 1 of each calendar year for the following academic year.

(a) In the event the recommended calendar proposes a significant change in the pattern of the academic year, the recommendation will be made no later than September 15 of the calendar year for the following academic year, and shall be submitted to the Executive Board of the Association for concurrence. Should concensus not be reached, the calendar shall be subject to negotiations between the District and the Association.

(b) The number of faculty duty days may be reopened by either party upon thirty (30) days written notice to the other provided that such notice is given no later than September 1, of the academic year preceeding the year in which the proposed change is to take place.

ARTICLE V RIGHTS OF THE DISTRICT

Section 1. Subject to the specific terms and conditions of this Agreement, the District retains and reserves unto itself, without limitation, all of the rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilites to the Superintendent/President, and to such other officials, persons, institutes, divisions and committees it shall from time to time determine;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income; (ii) all investment policies and practices; and, (iii) all budgetary matters and procedures, to

wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

(c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, suppliers, materials, vehicles, equipment, and tools to be used in connection with such services, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance and repair services;

(e) The right to determine the utilization of personnel, including the determination of the number of Faculty Member positions, the addition or elimination of personnel, the determination of the use of certificated management and supervisory personnel, the selection of Faculty Members, the determination of the assignment and reassignment of certificated management and supervisory employees of the District;

(f) The right to establish educational policies, goals and objectives based on the District's mission and the right to determine all matters related to student personnel services;

(g) The right to determine the assignment of Faculty Members to work schedules, functions and activities and the right to determine assignment of Faculty Members to courses to be taught, laboratories and other facilities and equipment, and offices, subject to the conditions set forth in Article XIII;

(h) The right to adopt reasonable rules and regulations, including rules and regulations for Faculty Members and rules and regulations related to safety and security matters;

(i) The right to determine the requirements for and to manage and control District facilities, including cafeterias or food service centers and the bookstore.

Section 2. The exercise of the rights under this Article are not subject to the grievence procedures of this Agreement.

Section 3. If the District does not exercise any of the rights set forth in Section 1. of this Article, it shall not be precluded from exercising such right at a later time.

ARTICLE VI: RIGHTS OF THE ASSOCIATION

Section 1. To satisfy the requirements of Chapter 10.7 of the Government Code, the Association shall be allowed released time equivalent to eighteen (18) Semester Instructional Units (SIU's) per semester. The time will be allocated, in consultation with District Administration, to the bargaining team and the President of the Association in a manner deemed most appropriate. Allocations must be determined in time for their inclusion in the structuring of the semester class schedule.

Section 2. Any Faculty Member who is a member of the Association, or who has applied for membership may sign and have delivered to the college administration an assignment authorizing deduction of CODFA/CTA/NEA dues or assessments in the Association and negotiating team fees. If so stated on the authorization, such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, deductions shall be made on a uniform basis so that the total amount is deducted by the end of the ten (10) month academic year.

Section 3. With respect to all sums deducted by the District pursuant to authorization of the Faculty Member, whether for membership dues or equivalent fees, the District agrees to remit monthly, within a reasonable time period, such monies to the Association's designee. Each month the District shall provide an alphabetical list of Faculty Members for whom such deductions have been made.

ARTICLE VII: EMPLOYEE RIGHTS

Section 1. Neither the District nor the Association shall discriminate in any way against any Faculty Member because of participation or lack of participation in Association activities, or for filing or processing any grievance, or for failing to file or process any grievance.

Section 2. There shall be an official District personnel file for each Faculty Member. Each Faculty Member shall have access to his/her personnel file during regular business hours of the District. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District. The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file. Materials which were obtained prior to the employment of the Faculty Member or those prepared by the hiring committee prior to employment in the District shall be excluded.

Section 3. Prior to placement in the personnel file any material which is of an evaluative nature shall be signed by the evaluator and the Faculty Member. Any materials which are of other than a positive nature received from persons other than recognized evaluators shall be presented to the Faculty Member for review before it is placed in the personnel file. The Faculty Member shall be allowed ten (10) days to respond to all materials, either evaluative or from other sources, in writing and have the written response attached to and included as a part of such materials.

ARTICLE VIII: COMPENSATION

Section 1. Effective with the 1990-91 fiscal year all Faculty Members shall be placed on the Teaching Salary Schedule in accordance with the educational and experience criteria contained in the 1989-90 Salary Schedule (Appendix A).

Section 2. Faculty who on May 31, 1989, were compensated in accordance with the Non-Teaching Salary Schedule in effect on that date (Appendix A, Page 2) shall continue to be paid in accordance with that schedule until (a) they are reassigned to the classroom, (b) they terminate employment with the District, or (c) this Agreement is altered by mutual agreement between the parties.

Section 3. For the 1989-90 college year, counselors shall be assigned to 192 duty days and librarians shall be assigned 190 duty days. Future college year assigned duty days for counselors and librarians will be determined by mutual agreement between the District and the Association. Factors to be considered in determining counselor and librarian duty days shall include, but not be limited, to workload demands and resource availability.

Section 4. Extended days for Faculty Members assigned to special projects shall be determined by mutual agreement between the District and the Faculty Member. Such extended days will be determined solely upon the need for the special service.

Section 5. For the 1989-90 academic year Faculty Members who are paid for additional assignments on an hourly basis shall be paid at the part-time teaching rates as established for the 1989-90 Academic Year. These hourly rates shall be: $19.50 per hour for laboratory instruction and $24.00 per hour for lecture instruction.

Section 6. Effective with the beginning of the academic year (the annual contract year) 1989-90 the 1988-89 certificated salary schedules shall be increased by nine percent (9%).

Section 7. When a classroom teachers' evaluation plan has been accepted and approved by both Parties, the 1988-89 certificated salary schedules will be increased by an additional one percent (1%) effective with the beginning of the 1989-90 academic year.

Section 8. The Association may annually re-open negotiations as they relate to salary schedules only during the life of this Agreement. Notice requesting re-opening of negotiations must take place not earlier than January 15, nor later than February 25 of the year prior to the academic year in which salaries would be effective.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

Section 1. Current levels of medical, dental and prescription service shall be maintained to the extent of the cost of such plans during the 1989-90 fiscal year.

Section 2. The parties agree that a change in benefits to include a mental health plan shall be implemented immediately upon finding that such a program will not add to the premium costs of the overall benefits plan.

Section 3. The Association may annually re-open negotiations as they relate to fringe benefits during the life of this Agreement. Time for re-opening shall be the same as re-opening for salaries.

ARTICLE X: LEAVES

Section 1. Illness leave. Each Faculty Member shall be credited illness leave at the beginning of each academic year. Unused illness leave may be accumulated indefinitely. Illness leave will be earned annually on the basis of days of service for full-time Faculty Members as follows:

Days of Service	Days of Illness Leave Earned
170-190	10
191-210	11
211-230	12

Section 2. Personal Necessity Leave.

(a) A Faculty Member may be absent from duty without loss of pay for duty days not to exceed three (3) days during any academic year and have the absence charged to the sick leave account. For the purpose of qualifying for paid personal

necessity leave, there should be compelling reason requiring Faculty Member's absence from duty, which cannot be attended outside of the Faculty Member's scheduled duty hours.

(b) In addition to (a) above a Faculty Member may be absent from duty without loss of pay for three (3) days during any academic year and have the absence charged to the sick leave account for either of the following reasons:

(1) The death of a person significant to the Faculty Member.

(2) An accident or emergency illness involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate family (as defined in Section 3 of this Article).

Faculty Member shall, whenever possible, submit a verbal or written notice to the immediate supervisor prior to the taking of Personal Necessity Leave. In the case of leave taken for reasons enumerated in Sub-Sections (b)(1) and (2), Faculty Member may be required to present evidence of the emergency nature of the incident giving rise to the request for Personal Necessity Leave.

Section 3. Bereavement Leave. A Faculty Member is entitled to three (3) days of leave for the death of any member of the Faculty Member's immediate family and five (5) days for the death of an immmediate family member when out-of-state travel or travel of more than 350 miles one way is required. For purposes of this section and other related sections, a member of the immediate family shall include: mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, brother, sister, grandparent, grandchild or any relative living in the immediate household of the Faculty Member.

Section 4. Jury Leave. Faculty Member shall be granted leave at full pay when regularly called for jury duty. As soon as Faculty Member receives the order calling Faculty Member to jury duty, Faculty Member must present a copy of the order to the Personnel Ofice and notify the appropriate Dean. The District shall not discourage employees from accepting jury service. The District reserves the right to discuss with the Faculty Member the practicality of seeking exemption and/or deferment when jury service would materially disrupt Disrtict operations. Fees received by Faculty Member, excluding travel and subsistence expenses, shall be remitted to the District.

Section 5. Maternity Leave. Upon written request, accompanied by verification from a licensed California physician, maternity leave of absence without pay will be granted a Faculty Member who is pregnant. Such leave shall be for a term of one academic year or less and shall terminate with the beginning of either the Fall or Spring semesters. Faculty Member returning from maternity leave shall provide the District with at least one

calendar month's notice of Faculty Member's intent to return. Faculty Member may be returned to a temporary assignment different from that which she left should her return come at a time other than the beginning of a semester. Each Faculty Member returning from maternity leave will be required to submit a statement from a licensed California physician attesting to the Faculty Member's fitness to return to duty. Requests for maternity leave shall be submitted through their immediate supervisor and reach the office of the Vice President, Educational Services, at least one month prior to the beginning date of the leave. Faculty members on unpaid maternity leave shall have the right to maintain all fringe benefits by paying the full cost of the premium of such benefits. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are for all job related purposes temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Section 6. Unpaid Leaves. The Board of Trustees may grant an unpaid leave of absence upon petition of a Faculty Member. Such unpaid leave, if granted, shall not be counted toward seniority or salary advancement. Such leave does not guarantee that Faculty Member shall be returned to the same assignment as that which was left. Faculty member shall be entitled to return to a position in a class of employment within the bargaining unit for which the Faculty Member is credentialed or otherwise qualified. Unpaid leaves shall not exceed a term of one year. The Board of Trustees may extend the leave year-to-year for a total leave of not greater than three (3) years. Faculty Member must notify the District of Faculty Member's intent to return or not to return to regular status no later than three (3) calendar months prior to such return. Faculty Members on unpaid leave of absence shall have the right to maintain all fringe benefits by paying the full cost of the premium for such benefits. If a change is proposed in the position held by a Faculty Member prior to going on leave, the returning Faculty Member is entitled to the same prior notice and opportunity as would be afforded any other Faculty Member.

Section 7. Sabbatical Leaves: Sabbatical Leaves may be granted by the Board of Trustees in accordance with Board policy 4152.1. Which provides as follows:

> On the recommendation of the President of the College, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the College. Applicants for sabbatical leaves must file a program of study, research, writing or travel, and must submit a report upon return from leave, the nature of which shall be determined for each individual applicant.
>
> A maximum of 3% to 4% of the professional staff may be on sabbatical leave at any one time.

Qualified staff members may be permitted to choose between the following alternatives:

Maximum Consecutive Years of Service	Length of Leave	Portion of Regular Salary Paid While on Leave
7	1 semester	100%
7	1 year	50%
14	1 year	100%

A further eligiblity requirement for sabbatical leave is that the instructor be eligible for at least two years of service after the completion of the year of sabbatical leave.

Procedures for granting of sabbatical leaves shall be in accordance with those established and revised effective May 7, 1987.

Section 8. The provision of Section 7. of this Article, Sabbatical Leaves, shall be re-opened at the request of either party during the 1989-90 academic year.

ARTICLE XI: HOURS OF SERVICE

SECTION 1. The standard workweek is comprised of a variety of professional activities on and off campus, including but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student advisement, participation in faculty and administrative committee assignments, curriculum development, maintenance of office hours, participation in consultations with students and assisting in the conduct of student co-curricular performances.

Section 2. The standard workweek shall be Monday through Friday. No instructor shall be assigned to teach classes less than four nor more than five work-days per week. If an instructor is assigned to Saturday classes, such instructor will not be assigned to classes on a day during the standard workweek mutually agreed to by the Faculty Member and the Faculty Member's immediate supervisor.

Section 3. In addition to their regularly scheduled teaching assignments, all Faculty Members assigned to classroom instruction shall post and maintain at least five (5) office hours per week. All Faculty Members shall be available to students by appointment and shall so notify students. All Faculty members will be expected to devote an average of two (2) hours per week to faculty and administrative committee assignments and other areas of service to the District.

Section 4. All teaching loads shall be measured in Semester Instructional Units (SIU). Semester Instructional Units shall be calculated upon the following ratios:

Type of Instruction	SIU Ratio
(a) Lecture hours - credit	1 = 1.000
(b) Lec. hours - non-credit	1 = 0.667
(c) Lecture/Lab credit	1 = 0.667
(d) Lec./Lab - non-credit	1 = 0.667
(e) Lab - credit	1 = 0.667
(f) Lab - non-credit	1 = 0.667
(g) Developmental Education	1 = 0.600
(h) Physical Education, Lab (Physical Education activity classes are assigned 0.5 hr. Lecture 1.5 hrs Laboratory).	1 = 0.667
(i) Physical Education, Varsity Sports	1 = 0.667

Section 5. Librarians, non-counseling coordinators, school nurse and counselors shall be assigned forty (40) hours per week. Counselors work load shall consist of thirty-six (36) scheduled hours and four (4) hours of preparation time.

Section 6. Division Chairpersons shall be assigned release time and extended day contracts as administrative duties, in the judgement of the President, may demand. Stipends for Chairpersons shall be annually determined by the Board upon recommendation of the President. It is recognized and agreed that selection, assignment and compensation of Chairpersons is a District Right.

Section 7. Semester workload shall be not less than fourteen (14) SIU's nor more than eighteen (18) SIU's. The minimum annual load shall be thirty (30) SIU's; the maximum annual load shall be thirty-two (32) SIU's. All SIU's assigned in excess of the workload as defined above, shall be compensated at the adopted hourly rate.

The maximum assignment shall be three different class preparations per semester. Should program needs or instructor preference make a higher number of preparations desirable or

necessary, the maximum may be exceeded by mutual agreement between the Faculty Member and the division chair.

Section 8. No Faculty Member shall be assigned or compensated for an overload of more that forty percent (40%) of their normal teaching load during any semester. Full-time faculty members who qualify, and whose evaluations have been satisfactory or better, shall be provided an opportunity to accept or refuse appropriate overload assignments before adjunct faculty are employed to teach those same classes.

Section 9. Class size norms shall be established on the basis of program needs.

Section 10. The provisions of this Article may be re-opened upon the request of either party. Implementation of any changes made during negotiations will take place in the subsequent academic year.

ARTICLE XII GRIEVANCE PROCEDURES

Section 1. Purpose. It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of questions of contract interpretation and application arising during the course of this Agreement. Accordingly, it is the purpose of this grievance procedure to provide an orderly process to resolve contractural questions and/or resulting grievances in an expeditious, amicable and equitable manner.

Section 2. Definitions

(a) A "grievance" is defined as a claim by a Faculty Member or, in the case of class grievances, the Association, that the District has misinterpreted or misapplied a provision of this Agreement and that by reason of such misinterpretation or misapplication the Faculty Member or members have been adversely affected.

(b) A "grievant" is the person or persons claiming the misinterpretation or misapplication of the Agreement.

(c) A "day" is any day in which the District office is open for business.

(d) A "supervisor" is any manager, including Division Chairpersons, who has been charged with the responsibility of interpreting the Agreement and given authority to adjust grievances.

Section 3. Informal level. A complaint may, but need not, constitute a grievance. Before filing a grievance, a Faculty Member shall attempt to resolve the complaint by an informal conference with the Faculty Members immediate supervisor.

Section 4. Any complaint that is not resolved at the informal level, as provided in Section 3. and which complaint constitutes a grievance as defined in Section 2., shall be processed in accordance with the following procedures:

(a) Level I: The grievant shall reduce the grievance to writing on the appropriate form and shall submit the grievance to the appropriate Dean or designee within twenty (20) days after the date of the alleged misinterpretation or misapplication of the Agreement giving rise to the grievance. The grievant shall clearly and concisely state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been misinterpreted or misapplied and the remedy sought. The grievance shall confirm that the matter had been discussed at an informal conference. The grievance shall be signed and dated by the grievant. The Dean or designee shall conduct an investigation into the allegations and shall provide the grievant with a written decision within six (6) days after receiving the grievance. Within the period from the filing of the grievance until the written decision, either the grievant and his/her designated representative or the Dean or designee may request a conference to discuss the grievance.

If the alleged misapplication or misinterpretation of the Agreement is made by a Dean or Vice President, the grievance process shall begin at Level II.

(b) Level II: If the grievant is not satisfied with the decision at Level I, the grievant may, within six (6) days after receipt of the decision, or the date the decision should have been sent, appeal the decision to the President or designee. The appeal shall be in writing and shall include the original grievance and all decisions and shall state the basis for the appeal. Within ten (10) days, the President or designee shall hold a hearing with the grievant, the immediate supervisor, the Dean and such representative as the grievant may appoint. Within six (6) days of the hearing, the President or designee shall provide the grievant and the Association a written decision.

(c) Level III: If the grievant is not satisfied with the decision at Level II, the grievant may, within six (6) days after receipt of the decision, or the date the decision should have been sent, request a hearing before the Board. Members of the Board shall be provided with copies of all materials related to the grievance by the President at least ten (10) days prior to the hearing. The hearing will be held at the time of the next regularly scheduled board meeting unless such meeting is more than fifteen (15) days after the receipt of the President or

designee's written decision by the grievant, or unless otherwise mutually agreed between the President and the grievant. The hearing will be held in closed, executive session, unless otherwise requested by the grievant. Grievant shall have the right to be represented by any individual of grievant's choice. Should the grievant choose not to be represented by the Association, the Association shall be permitted to appoint an observer of its choice to be present during any closed hearing. The decision of the Board shall be made within ten (10) days after the hearing and shall be final.

Section 5. Within the time limits for appeal to Level III, the District or the Association on behalf of the Grievant, may request that the Grievance be submitted to mediation prior to proceeding to Level III of the grievance procedure. Upon receipt of the request to submit the Grievance to mediation, the District will contact the California State Conciliation Service and request that a mediator be appointed. Selection of the mediator shall be by mutual agreement between the Association and the District. The mediator shall attempt to assist the parties in resolving the Grievance and shall have no power to render a decision or recommendation on the Grievance in the absence of a mutually agreeable resolution. All statements made during the mediation process shall be admissible in any future administrative or judicial proceeding. If the mediation level does not satisfactorily resolve the Grievance, either the Grievant or the District may appeal the Grievance to Level III within ten (10) days following the last mediation session.

Section 6. This Article may be reopened for the 1990-91 college year upon request of the Association.

ARTICLE XIII: TRANSFERS AND REASSIGNMENTS

Section 1. Definitions

(a) A division is a multi-disciplinary instructional unit containing related disciplines as established by the District.

(b) Site is the Palm Desert or Copper Mountain campuses and their assigned off-campus locations.

(c) Transfer is a geographical movement of a Faculty Member from or to the Palm Desert campus, Copper Mountain Campus or Eastern Valley Center.

(d) Reassignment is changing a Faculty Member's teaching assignment or function from one division or non-instructional unit to another or within a division or non-instructional unit from one discipline or function to another.

Section 2. A request for transfer/reassignment may be voluntarily initiated by a Faculty Member or by the District.

Section 3. The District will consider all requests for voluntary transfer/reassignment from Faculty Members who have the required credentials to meet minimum qualification.

Section 4. A transfer/reassignment shall be based on the following considerations:

(a) Required credentials/minimum qualifications;
(b) Seniority;
(c) Recency of acquired knowledge (If applicable);
(d) Affirmative action (If applicable).

Section 5. Involuntary transfer/reassignment shall be used only when the District is unable to meet its transfer/reassignment needs on a voluntary basis, and shall be based on the same considerations specified in Section 4.

Section 6. The provisions of this article shall not be applied in an arbitrary or capricious manner.

ARTICLE XIV: EVALUATION

Section 1. All classroom instructors are to be evaluated in accordance with the Evaluation Plan attached to this agreement and labled Appendix C.

Section 2. This Article may be re-opened at the request of either Party, but not prior to the Plan having been in use and effect for a period of at least one academic semester.

ARTICLE XV FACULTY SERVICE AREAS

Section 1. Faculty Service Areas shall be defined as the College Divisions as formed at the time of the effective date of this agreement and described as follows:

[Definition of Faculty Service Areas shall be completed and mutually agreed to by the Parties prior to May 31, 1990. Upon reaching agreement, the definitions shall become a part of this Agreement.]

ARTICLE XVI: COMPETENCIES

Section 1. For the purpose of assignment and reassignment, faculty competencies shall be defined as follows:

[Definition of Competencies shall be completed and mutually agreed to by the Parties prior to May 31, 1990. Upon reaching agreement, the definitions shall become a part of this Agreement.]

ARTICLE XVII: SAFETY

Section 1. The Association shall have the right to appoint two members to serve on the District Environmental Health and Safety Committee.

Section 2. Questions by Faculty Members concerning potentially unsafe conditions shall be conveyed to Association appointed members of the Environmental Health and Safety Committee who in turn shall present them for hearing by the Committee. Concerns expressed by Faculty Members shall be discussed by the Committee only while an appointed Association member of the Committee is present.

ARTICLE XIII: CONCERTED ACTIVITIES

SECTION 1. The Association hereby agrees that there will be no strike, sympathy strike, work stoppage, slow down, refusal or failure to fully and faithfully perform job functions and responsiblities or other concerted action or refusal to perform job functions and responsibilities by the Association, its members, its officers or agents during the term of this Agreement.

Section 2. The District shall not engage in a lockout or participate in any other activity which obstructs the collective bargaining process during the term of this Agreement.

ARTICLE XIX: ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and

agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and to the extent permitted by State law.

Section 3. The parties waive the right to meet and negotiate with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XX: AGREEMENT CONDITIONS AND DURATION

Section 1. This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.

Section 3. This agreement shall take effect upon the date of its execution, except as otherwise specified, and shall remain in effect through June 30, 1992.

Section 4. Articles of the Agreement may be reopened only upon mutual consent of the parties except as otherwise provided within any given Article.

IN WITNESS WHEREOF the parties execute this Agreement this 17th day of November 1989.

COLLEGE OF THE DESERT
FACULTY ASSOCIATION
CTA/NEA

Barbara Bolanos
Barbara Bolanos
President

DESERT COMMUNITY COLLEGE
DISTRICT

Ray House
Ray House, President
Board of Trustees

SCHEDV

APPENDIX A
Page 1

Proposed Faculty Salary Schedule 1989-90 [1988-89 + 9%]

	I	II	III	IV	V	VI	VII
1	24,184	25,175	26,207	27,284	28,406	29,577	30,797
2	25,175	26,207	27,284	28,406	29,577	30,797	32,069
3	26,207	27,284	28,406	29,577	30,797	32,069	33,394
4	27,284	28,406	29,577	30,797	32,069	66,094	34,778
5	28,406	29,577	30,797	32,069	33,394	34,778	36,219
6	29,577	30,797	32,069	33,394	34,778	36,219	37,721
7	30,797	32,069	33,394	34,778	36,219	37,721	39,287
8	32,069	33,394	33,894	36,219	37,721	39,287	40,919
9	33,394	34,778	36,219	37,721	39,287	40,919	42,621
10	34,778	36,219	37,721	39,287	40,919	42,621	44,396
11	36,219	37,721	39,287	40,919	42,621	44,396	46,245
12	37,721	39,287	40,919	42,621	44,396	46,245	48,174

SCHEDVI

APPENDIX A
Page 2

Proposed Non-Teaching Salary Schedule 1989-90 [1988-89 + 9%]

	1	2	3	4	5	6	7	8
I	30,731	32,150	33,635	35,192	36,822	38,529	40,318	42,192
II	31,209	32,650	34,160	35,741	37,397	39,132	40,949	42,853
III	31,694	33,159	34,693	36,299	37,981	39,745	41,591	43,525
IV	32,188	33,676	35,233	36,866	38,575	40,366	42,242	44,207
V	32,689	34,200	35,784	37,442	39,179	40,998	42,905	44,900
VI	33,198	34,733	36,342	38,027	39,792	41,640	43,577	45,606
VII	33,715	35,275	36,910	38,621	40,414	42,293	44,261	46,321
VIII	34,240	35,825	37,486	39,225	41,047	42,956	44,955	47,049
IX	34,774	36,385	38,072	39,838	41,689	43,628	45,660	47,787

CERTIFICATED SALARY SCHEDULE
TEACHING AT 10% INCR.

	I	II	III	IV	V	VI	VII
1	24408	25408	26450	27537	28670	29851	31082
	139.474	145.189	151.143	157.354	163.829	170.577	177.611
2	25408	26450	27537	28670	29851	31082	32366
	145.189	151.143	157.354	163.829	170.577	177.611	184.949
3	26450	27537	28670	29851	31082	32366	33704
	151.143	157.354	163.829	170.577	177.611	184.949	192.594
4	27537	28670	29851	31082	32366	33704	35099
	157.354	163.829	170.577	177.611	184.949	192.594	200.566
5	28670	29851	31082	32366	33704	35099	36554
	163.829	170.577	177.611	184.949	192.594	200.566	208.880
6	29851	31082	32366	33704	35099	36554	38070
	170.577	177.611	184.949	192.594	200.566	208.880	217.543
7	31082	32366	33704	35099	36554	38070	39650
	177.611	184.949	192.594	200.566	208.880	217.543	226.571
8	32366	33704	35099	36554	38070	39650	41298
	184.949	192.594	200.566	208.880	217.543	226.571	235.989
9	33704	35099	36554	38070	39650	41298	43016
	192.594	200.566	208.880	217.543	226.571	235.989	245.806
10	35099	36554	38070	39650	41298	43016	44807
	200.566	208.880	217.543	226.571	235.989	245.806	256.040
11	36554	38070	39650	41298	43016	44807	46674
	208.880	217.543	226.571	235.989	245.806	256.040	266.709
12	38070	39650	41298	43016	44807	46674	48620
	217.543	226.571	235.989	245.806	256.040	266.709	277.829

1988-89 + 10%

1/19/90

NON-TEACHING SALARY SCHEDULE
10% INCR (878.63 FIXED INCREMENT)

	1	2	3	4	5	6	7	8
I	31014	32445	33944	35515	37160	38884	40689	42580
	177.223	185.400	193.966	202.943	212.343	222.194	232.509	243.314
II	31496	32950	34473	36069	37741	39492	41326	43247
	179.977	188.286	196.989	206.109	215.663	225.669	236.149	247.126
III	31986	33463	35011	36632	38331	40110	41973	43925
	182.777	191.217	200.063	209.326	219.034	229.200	239.846	251.000
IV	32483	33985	35557	37204	38930	40737	42631	44614
	185.617	194.200	203.183	212.594	222.457	232.783	243.606	254.937
V	32989	34514	36112	37786	39539	41375	43299	45314
	188.509	197.223	206.354	215.920	225.937	236.429	247.423	258.937
VI	33503	35052	36676	38376	40157	42023	43977	46024
	191.446	200.297	209.577	219.291	229.469	240.131	251.297	262.994
VII	34025	35599	37248	38976	40786	42681	44667	46747
	194.429	203.423	212.846	222.720	233.063	243.891	255.240	267.126
VIII	34555	36155	37830	39586	41424	43350	45368	47481
	197.457	206.600	216.171	226.206	236.709	247.714	259.246	271.320
IX	35094	36719	38422	40205	42073	44030	46079	48226
	200.537	209.823	219.554	229.743	240.417	251.600	263.309	275.577

1988-89 + 10%

1/19/90

FACULTY SALARY SCHEDULE PLACEMENT

Range	Classification
I	Minimum, employment as an academic instructor with a Bachelor's Degree in a subject matter taught at the community college level, or employment as an occupational instructor in an area whose students do not commonly transfer to a four year institution, with minimum qualifications for employment as an occupational education instructor*.
II	Bachelor's Degree plus fifteen (15) units of graduate or approved upper division work completed subsequent to meeting the requirements of the Bachelor's Degree; or minimum qualifications as an occupational instructor plus an Associate of Arts degree or 60 units of lower division credit. Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
III	Master's Degree in the subject matter taught, or minimum qualifications as an occupational instructor plus a Bachelor's degree.
IV	Master's Degree, or an occupational instructor at Range III, plus fifteen (15) units of approved graduate work subsequent to meeting the requirements of the degree or placement on Range III as an occupational instructor. Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
V	Master's Degree, or an occupational instructor at Range IV, plus thirty (30) units of approved graduate work subsequent to meeting the requirements of the degree or placement at Range III as an occupational instructor. Units may be applied only if granted advance approval by the President upon recommendation of the Professional Standards Committee.
VI	Master's Degree, or an occupational instructor at Range V, plus forty-five (45) units of approved graduate work subsequent to meeting the requirements of the degree or placement on Range III as an occupational instructor. Units may be applied only if granted advance approval by the President upon recommedation of the Professional Standards Committee.

* Definition of "Occupational Instructor" for all Ranges of the Schedule. A list of occupational subject areas is attached; the list shall be revised annually, or if needed semiannually.

VII Earned Doctor's Degree from an approved, accredited university. For individuals hired after July 1, 1988, who have not entered into an approved doctoral program, advance approval of the proposed institution and program of studies by the College President shall be required before the degree can be accepted for schedule advancement.

o PLACEMENT OF NEWLY HIRED FACULTY MEMBERS:

Credit for teaching experience at the post-secondary level shall be granted at the rate of one (1) year for one (1) year of verified experience up to a maximum of five years.

Credit for teaching experience at the secondary level shall be granted at the rate of one (1) year experience for each two (2) years of verified teaching experience up to a maximum of three years,

Combined credit for previous teaching experience shall not exceed five years except in the case of eminence. A finding of eminence by the Board of Trustees shall entitle the newly hired Faculty Member experience credit to the level recommended by the President but in no case shall more than nine (9) years credit be granted.

Credit for experience outside the field of education may be allowed at the rate of one (1) year experience for each two (2) years of work experience up to a limit of two (2) years credit. Such credit will be granted only upon recommendation of the President. All applicable work experience must have been performed within the six (6) years preceding the Faculty Member's being employed by the District.

Non-teaching Faculty Members shall be placed on the salary schedule in the same manner as teaching Faculty Members. In addition:

Librarians and counselors shall receive compensation at the regular daily rate for all additional days. Librarians and counselors shall be assigned additional days on an annual basis by the President.

Division Chairperson additional days and administrative responsibility shall be assigned by the President on an annual basis. Assignment of the additional days and administration factors are administrative assignments and, as such, are management decisions outside the collective bargaining agreement.

Coordinator additional days and assignment factors shall be determined by the President on an annual basis. Assignment of the additional days and assignment factors are management decisions and, as such, outside the collective bargaining agreement.

Faculty Members initially assigned at the beginning of the second semester of an academic year may be considered for step advancement at the beginning of the next academic year. If not advanced at this time, Faculty Members shall be considered for advancement at the beginning of the next succeeding academic year. Under no circumstances shall advancement occur at mid-year.

o RANGE ADVANCEMENT

In order for advancement to take place, all units earned must be verified by certified copies of transcripts sent directly to the District Personnel Office by the Registrar of the granting institution. Summer school units may be used for advancement upon submittal of a letter from the instructor of a class provided that an official transcript must be received in the Personnel Office not later than December 1 of the same year.

In order to advance at the beginning of a semester, Faculty Member must submit an application for advancement to the Personnel Office no later than May 1 of the academic year immediately preceding the Fall Semester during which advancement is to take place and September 1 preceding the Spring Semester during which advancement is to take place. All units must be verified no later than August 15 preceding the Fall Semester in which advancement is to take place and February 15 of the Spring Semester in which advancement is to take place.

o GRIEVANCE

Placement on the salary schedule shall not be subject to the grievance procedure. The application of the placement process may be grieved. If such grievance is made, the grievance shall be submitted at Level II of the Grievance Process after an informal conference with the Director of Personnel has failed to resolve the complaint.

APPENDIX C: CLASSROOM TEACHER EVALUATION POLICY

EVALUATION POLICY COMPONENTS:

No. 1: The explicit objective and primary purpose of the policy is: 1) to reinforce excellence of instruction and 2) to improve faculty performance. Further, "improvement" shall be based on comparisons to previously recorded appraisals on an individualized basis, rather than to any norms established by the college.

At the beginning of the evaluation period, in consulation with the Division Chair, it will be the responsibility of the instructor being evaluated to: 1) gather appropriate student data and when desired input from peers, prepare appropriate evaluation goals and objectives to be used in the evaluation process and 2) determine the criteria and/or the rating scale which will be used for assessing evaluation elements 2 through 5 (as applicable, see below).

No. 2: The elements of evaluation shall be:

			RANGE:
1.	Instructional Presentation	between	60% - 80%
2.	Instructional Management	"	5% - 15%
3.	Professional Growth	"	5% - 15%
4.	Retention	"	5% - 15%
5.	Service to the Institution	"	5% - 10%
6.	Service to the Community	"	0 - 10%

Within the explicit ranges given above, each teacher may select how much evaluative weight to assign to each of the above components. Individualizing the weighting process allows each faculty member a role in determining the basis for his or her evaluation. Quantitatively, these elements shall total 100% of the rating figure to be calculated for each instructor. Student evaluations carry the largest quantitative weighting. The retention element will focus on the individual instructor being

evaluated; the objective is to seek to improve student retention.

DESCRIPTION OF ELEMENTS OF EVALUATION:

1. Instructional Presentation: Student evaluation of classroom teaching effectiveness. Instructional Presentation skills are those abilities which foster learning by creating an appropriate learning atmosphere. Incorporated here is an opportunity for student assessment of class preparation, encouragement of independent thought, ability to motivate, fairness in grading, enthusiam, interest in the students, and responsiveness to cultural diversity.

2. Instructional Management: effectiveness in instructional matters related to the classroom. In essence, Instructional Management is the development and maintenance of teaching materials and procedures. Included here would be analyses of course syllabi, examination content and structure, reading requirements, writing assignments, academic rigor, attendance and grading policies. It also includes keeping of assigned office hours and submitting reports in a timely manner. (The Division Chair's classroom evaluation of the instructor will be used in helping to form his/her assessment of the overall performance of the evaluatee and especially of the "Instructional Management" element of the evaluation).

3. Professional Growth: Review of efforts made to increase overall professional capacity. This would include being current in the discipline, publishing scholarly writing, working outside the college to develop further expertise, participating in professional organizations, and continuing higher education.

4. Retention: Retaining in a class an optimum number of students, especially from among those students having the requisite preparation and learning aptitudes likely necessary for learning success in a particular class. Student Learning Success!

5. Service to the Institution: Review of contributions made toward the overall functioning of the college. Included here would be service on

governance and hiring committees, participating in student recruitment, service to the Academic Senate, counseling and advisement to students, service during orientation and registration, and collective bargaining.

6. Service to the Community: Review of contributions made, without pay, to the community. Incorporated here could be participation in civic organizations, charitable groups, and educational causes.

NOTE: The above descriptions are designed to provide basic guidance.

No. 3 The evaluation rating scale is as follows:

5.0-4.5 -Superior Performance (comparable to grade A)

4.4-3.5 -Excellent Performance (comparable to grade B)

3.4-2.5 -Satisfactory Performance (comparable to grade C)

2.4-1.5 -Inferior Performance (comparable to grade D)

1.4-1.0 -Unsatisfactory Performance (comparable to grade F)

No. 4 There may be five sources of evaluative data:

1) Students
2) Division Chair
3) Peers
4) The Evaluatee
5) Administration (as provided for by this evaluation policy)

No. 5 Student evaluations will be conducted in a minimum of two classes during the evaluation period. When the instructor's semester teaching load encompasses different class preparations during the semester of the evaluation, student evaluations will be conducted in a minimum of two different classes. The student evaluations will be conducted between the fifth and ninth week of the semester. Results of the student evaluations will be reviewed with the faculty member by his or her Division Chair before the conclusion of the evaluation process. Results of the student evaluations will be included in the faculty members evaluation file along with all other evaluation data.

No. 6. *Faculty will be evaluated as follows:

1) Probationary instructors - each semester for the first two years and then once each year for the next two years.

2) Tenured instructors - once every three years. *For those who have received a "Satisfactory" or better evaluation.

In recognition of the time frame between formal evaluations and in support of the goals and objectives portion of that process, a follow-up conference between the Division Chair and evaluatee shall be held once during each of the intervening years. The purpose of the informal conference is to provide an update as to the status of the faculty member's goals and objectives and to provide necessary assistance in accomplishing those goals and objectives.

There are no required written forms attached to this process except to validate that the process occurred. No additional written information will be placed in the personnel file except with the mutual agreement of the evaluatee and the Division Chair.

A. To initiate the faculty evaluation process, full-time faculty members will be divided into two groups:

Group 1: for those whose evaluation was in the 1989-90 academic year (approximately 45 individuals), one-third will be randomly selected for evaluation in 1991-92, and the remaining two-thirds will be selected for evaluation in 1992-93.

Group 2: for those whose last evaluation was <u>prior</u> to the 1989-90 academic year (approximately 45 individuals), two-thirds will be randomly selected for evaluation in 1990-91, and the remaining one-third will be selected for evaluation in 1991-92.

Modification of the above procedure will be permitted to achieve parity in numbers of faculty members being evaluated in each year of the three-year sequence. In subsequent years, faculty members will follow their assigned time pattern.

B. Evaluations may be conducted either the Fall or Spring Semester for tenured employees on a three year evaluation calendar.

C. Instructors on leave and scheduled for evaluation during the leave year will be evaluated immediately upon returning from leave.

No. 7 Division Chairpersons will conduct a classroom evaluation of the evaluatee as one component of the Chairs overall evaluative responsibility. The Division Chair classroom evaluation will occur subsequent to the Division Chair and evaluatee review of the student evaluation data, and will be sensitive to the results of the student evaluation.

No. 8 The Division Chair and/or the instructor being evaluated may request assistance from the other faculty members in rating some or all of the evaluation elements. The Division Chair and/or the instructor may also invite faculty to visit classes for the purpose of developing suggestions for instructional improvement.

No. 9 In the event that an instructor being evaluated disagrees with student evaluation data, he or she will specify in writing the exact nature of the disagreement. He or she may invite the Chair and/or a peer to periodically visit the class to reassess the student's evaluation. The Division Chair may, after consultation with the faculty member, choose to visit a class to observe and make written suggestions. All such evaluative data will be included in the evaluation file with, if desired, the evaluatee's response.

No. 10 The evaluation system is primarily based on the principle of quantifiable measurement. However, to augment the quantifiable data provision is made for narrative and explanatory assessment statements by the Division Chair for Evaluative Elements 2 thru 6. Such narrative assessment data will be made part of the faculty member's evaluation file. The evaluatee will be given full opportunity to respond to any part of the evaluation data and such responses will be included in the evaluation file.

No. 11 Instructional Improvement Assistance - Phase I

In cases where a less than "Satisfactory Performance" has been documented by the evaluation process, a program of Instructional Improvement Assistance will be mutually developed by the evaluatee and the Division Chair. When the evaluatee and the Division Chair working by themselves are unable to achieve the desired performance improvement and when mutually agreed to, a panel of three peers will be selected. The panel will perform an evaluation of the evaluatee's classroom presentation as a component of the Instructional Improvement Assistance Plan. The Instructional Improvement Assistance Plan will be specifically responsive to the evaluation data.

The faculty member will be given (ample) opportunity to make suggested performance improvements.

No. 12 Instructional Improvement Assistance - Phase II

In cases where a "Unsatisfactory" performance has been documented by the evaluation process and where the appropriate Instructional Improvement Assistance has failed to generate adequate improved faculty performance the following steps will be followed by the appropriate Dean:

1. Written notice will be provided to the evaluatee clearly labeled as a warning of unsatisfactory performance. The notice will come from the office of the appropriate Dean subsequent to consultation with the Division Chair.

2. The warning notices shall be directed to the faculty member in a sealed envelope, with a copy to the appropriate Division Chair.

3. Warning notices should list specific areas where performance is "Unsatisfactory" and suggest appropriate ways to remedy the performance deficiencies. Expected performance improvements will be described with appropriate detail.

4. Reasonable time for improvement, together with the possible consequences for not improving, should be included.

5. The faculty member will sign the warning notice, and a copy of the signed document will be placed in his/her evaluation file.

6. Faculty members shall be encouraged to submit any rebuttal material that they deem to be relevant. These rebuttal materials will also be placed in the evaluation file.

7. The Division Chair shall assist the faculty member in making the necessary improvement by holding meetings, observing classroom performance, etc. Summaries of these actions should be placed in the instructor's evaluation file by the Division Chair.

8. Faculty with unsatisfactory evaluations will remain on active evaluation each semester until performance is satisfactory or other personnel policies are implemented. Refer to EdCode 87737 and 87740 for probationary facilty and EdCode 87732-87735 for tenured faculty.

No. 13 Recommendation For Tenure

Probationary faculty will be recommended for tenure:

(1) If a person has received a rating of either 4.3-3.5 (Excellent Performance), or 5.0-4.5 (Superior Performance).

or

(2) If a person has achieved an overall evaluation ranking of more than 3, but less than 3.5, and has shown consistent and measurable improvement through each phase of the probationary period, tenure will be recommended upon the recommendation of the Division Chair in consultation with the Dean.

No. 14 In those unusual and extreme cases where preliminary evidence indicates possible unacceptable performance by a Faculty Member, a special faculty review process will be established, upon the recommendation of the Division Chair and in consultation with the appropriate Dean. This special review process would occur between scheduled periods of evaluation, and would include the following:

1. The identification and specification of the deficiencies.
2. A delineation of a specific plan of assistance which would respond to documented unacceptable behavior.
3. Delineation of remedies for this unacceptable behavior.
4. A specified timeline for resolution or recommendations for the resolution of this behavior problem or recommendations for personnel action.

No. 15 Assignment of Administrative Responsibilities

The evaluation policy recognizes that insofar as administrative repsonsibility is a part of the evaluation process, primary responsbility for the administrative evaluation of teaching faculty rests with the Division Chair. However, whenever requested by the evaluatee, an appropriate administrator, other than the Division Chair, will assume the administrative evaluation responsibility. Additionally, it recognizes that an administrative line relationship exists between the Division Chair and his/her Dean. In cases of unsatisfactory performance, the Dean is responsible for designating the process for improvement as delineated in Policy No. 12. Finally, if the Division Chair is unable to, or fails to complete the evaluation process, the

Dean or an appropriate administrator will complete the evaluation process.

No. 16

Professional growth and development is a continuous process, therefore at the conclusion of each academic year, the Division Chair shall assess the composite evaluation data for the division and, in consultation with the division, formulate appropriate staff development recommendations to his/her Dean. The District will provide staff development opportunities which are appropriately responsive to the composite evaluation data.

/jn
Classroo
1/9/90

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